



3 June 2025

Ref: DOIA-REQ-0014279

Privacy of natural persons

Email: Privacy of natural persons

Tēnā koe Privacy of nat

Thank you for your email of 9 May 2025 to the Ministry of Business, Innovation and Employment (MBIE) requesting, under the Official Information Act 1982 (the Act), the following information:

*Please provide information to confirm whether or not MBIE's Chief Executive (Carolyn Tremain) and Director of Online Channels (Nadine Thomas) have developed processes to enable MBIE to brief the Ministry of Housing and Urban Development about NZ Legislation website issues associated with the Unit Titles Act 2010 and the Unit Titles Regulations 2011, to enable relevant information to be considered by Ministry leaders and the Parliamentary Counsel Office so improvements and corrections can be implemented via processes.*

The Ministry of Business Innovation and Employment and the Ministry of Housing and Urban Development (HUD) have a memorandum of understanding that outlines how our agencies work together, including the exchange of information. Please find attached a copy of this memorandum of understanding to this response.

However, MBIE is not involved in the maintenance of legislative content on the NZ Legislation website. Therefore, the memorandum of understanding is not applicable in this context.

The Parliamentary Counsel Office (PCO) is responsible for the content on the Legislation NZ website which “provides free public access to up-to-date versions of New Zealand Acts, Bills (proposed Acts), and secondary legislation drafted by the Parliamentary Counsel Office” as stated on the [NZ Legislation website](#).

HUD has delegated to MBIE the responsibility of informing and educating the public about the Unit Titles Act to help the public understand and comply with their obligations. MBIE does this through a range of channels and activity including the production and maintenance of the [Unit Titles website](#), awareness campaigns, and stakeholder engagement.

HUD remains responsible for all legislative work relating to the Unit Titles Act 2010, including liaising with the PCO regarding legislative content on the NZ Legislation website.

If you wish to discuss any aspect of your request or this response, or if you require any further assistance, please contact [OIA@mbie.govt.nz](mailto:OIA@mbie.govt.nz).

You have the right to seek an investigation and review by the Ombudsman of this decision. Information about how to make a complaint is available at [www.ombudsman.parliament.nz](http://www.ombudsman.parliament.nz) or freephone 0800 802 602.

Nāku noa, nā

Nadine Thomas  
**Director Online Channels**  
Customer Service Delivery



**MINISTRY OF BUSINESS,  
INNOVATION & EMPLOYMENT**  
HĪKINA WHAKATUTUKI



**Te Tūāpapa Kura Kāinga**  
Ministry of Housing and Urban Development

## **Memorandum of Understanding**

*Between the*

Ministry of Business, Innovation and Employment ("MBIE")

*and the*

Te Tūāpapa Kura Kāinga –  
Ministry of Housing and Urban Development ("HUD")

together referred to as "the Parties".

For the purpose of recording how the Parties will interact with one another and discharge their responsibilities in a co-ordinated and collaborative manner to support their regulatory stewardship responsibilities and the ongoing regulation and legislative obligations under the Residential Tenancies Act 1986 and the Unit Titles Act 2010.

1. This Memorandum of Understanding ("MOU") reflects that the relationship between MBIE and HUD is one of good faith, based on integrity and trust, and both Parties are committed to working to support each other to operate effectively, perform their functions and meet the expectations of Ministers.

#### **Context**

2. The Residential Tenancies Act 1986 (RTA) governs residential tenancies in New Zealand and the Unit Titles Act 2010 (UTA) governs unit titles. The RTA and the UTA are administered by HUD. Certain functions under the RTA and the UTA have been delegated to MBIE (by instruments dated 20 November 2018, 7 October 2019 and 12 February 2021) in particular, the collection of bonds, dispute resolution, investigation and compliance, and public information and education.
3. The Policy and Research and Insights teams within HUD are responsible for the monitoring of the New Zealand housing environment including residential tenancies. The responsibility for building systems and performance has remained with MBIE.
4. The existing MOU between MBIE and HUD signed 25 September 2018, has come to an end. As a result, the Parties wish to come to an understanding that represents their relationship and the responsibilities of both Parties, moving forward.

#### **Guiding principles**

5. Recognising that both MBIE and HUD have responsibilities and are regulatory stewards of the housing and tenancy regulatory system, and that development and implementation of legislative reform is a shared responsibility, the Parties to this MOU will take a system view of success, and will collaborate with each other and work together to:
  - a. administer the RTA and UTA and ensure that the operational systems that sit under it are functioning well and are fit for purpose;
  - b. ensure a joined-up approach is taken to decision-making on key initiatives and work programmes across the system, including prioritisation of work programmes;
  - c. co-operate and collaborate on data-sharing and ensure that both Parties have access to the information they need to carry out their functions; and
  - d. provide any agreed services to each other as set out in a Schedule appended to this MOU.
6. Each Party to this agreement will co-operate in good faith to maintain the flow of information and ideas necessary to support the housing system.

7. Both Parties will strive for excellence so that together they can deliver government priorities and fulfil expectations for good regulatory practice.<sup>1</sup>
8. Each Party will respect, and advocate for where appropriate, the other's organisational priorities and the responsibilities of their relevant Minister(s).

#### **Roles and expectations of each Party**

9. There will be a 'no surprises' approach to public communications, such as media releases or comments to the media. Relevant media requests and proposed communications will be shared with the other Party with an opportunity to provide feedback. The Parties will consult with each other before responding to any media enquiry relating to this MOU.
10. There will be a 'no surprises' approach to Ministerial engagement, such that the other Party should be informed about briefings, aides memoire, or other papers, and given an opportunity to provide feedback if it affects them. If there are OIA requests or ministerial responses which involve the other Parties' views or information, but do not need to be transferred, then that other Party will be consulted in a timely manner.
11. Each Party will regularly inform the other about changes to business planning or operational changes, to mitigate the potential for any conflicting priorities. Ownership of respective business plans will be held by each agency, but will be shared regularly between each Party.
12. There will be ongoing communication between the Parties regarding priorities, delivery timeframes and the level of resource available to consult with each other. The Parties also expect that a reasonable level of resource is available to provide feedback or consult as required.
13. A 'no surprises' approach will be taken at all times to ensure risks, such as reputational, policy, operational and fiscal risks, can be managed successfully.

#### **Information and data sharing**

14. The Parties agree to share information as required to maintain effective administration of the RTA and UTA, and other aspects of the building and housing systems.
15. When sharing information, the Parties will use the government security classification system (Protective Security Requirements) to identify how information should be shared and stored ('In Confidence', etc.).<sup>2</sup>
16. When sharing information from the other Party within their own organisation, the Parties will do so on a need to know basis.

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<sup>1</sup> Government Expectations for Good Regulatory Practice, *The Treasury*, 21 April 2017.

<sup>2</sup> [www.protectivesecurity.govt.nz](http://www.protectivesecurity.govt.nz)



17. Information and data shared with the other Party for a specific purpose should only be used for that purpose. If the information or data is to be shared externally, the Party proposing to share it will consult with the provider prior to sharing the information or data.

#### *Sharing and Use of Personal Information*

18. The Parties acknowledge that information that will be shared and used may include personal information. The Parties acknowledge that any information used, accessed, shared or otherwise disclosed must be considered in accordance with the Privacy Act 1993.
19. The Parties confirm that a Privacy Impact Assessment (PIA) will be carried out for any transfer of data between MBIE and HUD that requires personal information to be shared.
20. HUD will act in accordance with the statements made in its PIA so far as it covers personal information. Personal information will only be shared where it is strictly necessary to support the housing system and the administration of the RTA or UTA.
21. The Parties are responsible for complying with their respective obligations under the Privacy Act 1993, the Official Information Act 1982, and any other applicable legislation.
22. If either Party receives an information access request, including under the Privacy Act 1993 or Official Information Act 1982, that relates to information exchanged under this MOU, the Party that received the request will consult with the other Party as soon as practicable regarding the request.
23. A Party will not use or disclose any personal information obtained from the other Party except where it is required or authorised by legislation to do so. The Parties will keep a record of any use or disclosure of personal information received from the other Party.

#### **Legal team view**

24. The Parties acknowledge that each agency has its own legal team and that they will engage with it as required on matters covered by this MOU.
25. Where possible the Parties will seek to facilitate and encourage collaboration to reach a shared legal view between their legal teams, including in relation to external communications and material.
26. Where there is a difference of opinion between the legal teams that could have implications for either Party, the legal teams will consider instructing Crown Law to provide advice.

#### **Dispute resolution**

27. If any issues arise that cannot be resolved at the regular meetings per the arrangements set out in each Schedule, the issue will be raised with the other Party via the Relationship Contacts through the escalation pathway.

28. The escalation pathway will follow the hierarchy of each Party's business operations, outlined in each Schedule. For example, if an issue arises and it cannot be resolved between the Relationship Contacts then it will be escalated to their respective managers.
29. If there are conflicting priorities that cannot be resolved through the escalation pathway the managers outlined in Schedule 1 may engage their respective Chief Executive to discuss if necessary.
30. If there are differences of opinion, the Parties will work to ensure these are appropriately reflected in any advice to Minister/s.

#### **Relationship Contacts**

31. The Parties will provide each other with changes to the details of the Relationship Contacts as and when required in writing. This information will be contained within the applicable Schedule, which should be updated as the details change.

#### **Commencement and duration**

32. This MOU shall have effect from the date it is signed by both Parties. If the MOU is not signed on the same date, it will have effect on the date that the last Party signs it.
33. This MOU shall remain in force until terminated by either Party in accordance with Paragraph 39.

#### **The Schedules**

34. The Parties may agree schedules to be attached to and read in conjunction with this MOU. The schedules will set out further details and provide guidance relating to different parts of the Parties' business.
35. Each Schedule may terminate independently of this MOU where a termination date for that Schedule is provided for, or the Parties mutually agree in writing to remove a Schedule.

#### **Review, Variation and Termination**

36. The Parties will review this MOU and its schedules annually from the commencement date of this MOU, or if significant organisational or Ministerial changes occur.
37. No variation to this MOU or any Schedule to this MOU will be effective unless the Parties agree to that amendment in writing.
38. Parties may agree to amend or add additional Schedules to this MOU by mutual agreement in writing.
39. Either Party may terminate this MOU upon a minimum of one month's notice in writing to the other Party.

## Effect of this MOU

40. For the avoidance of doubt, this MOU does not create legally enforceable rights or obligations between the Parties and does not create any partnership, joint venture, agency or employment relationship between the Parties.
41. This agreement is signed by the following on behalf of the respective organisations.

### SIGNED

for and on behalf of the  
Ministry of Housing and Urban  
Development by:

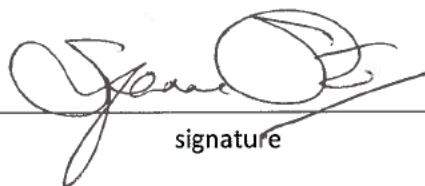
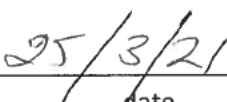
Stephanie Rowe  
Deputy Chief Executive  
System and Organisational Performance  
on

  
signature  
  
date

### SIGNED

for and on behalf of the  
Ministry of Business, Innovation and  
Employment by:

Suzanne Stew  
Deputy Chief Executive  
Te Whakatairanga Service Delivery on

  
signature  
  
date

## Schedule 1

The purpose of this Schedule is to specify the key elements that are integral to the relationship between the Policy Team at HUD and the Tenancy Services Team at MBIE in accordance with the Guiding Principles.

1. Information from frontline staff in MBIE about the operating environment will be shared with HUD, and appropriate people from MBIE will be involved early in the policy process (including attendance at Minister's meetings) to ensure their expertise is utilised.
2. Each Party will share information proactively and as early as possible. Information will include:
  - a. feedback from meetings with Ministers;
  - b. relevant Cabinet minutes and/or access to papers and minutes through CabNet;
  - c. business information such as aggregated analytics from websites, operational reports, management reports (bond data, Service Centre reporting, tenancy compliance and investigations information), key topics from stakeholder engagement, proactive trends and themes from the Tribunal and mediation;
  - d. any emerging issues; and
  - e. ad hoc requests for specific information
3. If there is any face-to-face Ministerial engagement or communication in relation to the housing functions exercised by MBIE in the form of briefings, aides memoire, or other papers there is an obligation to inform the other Party, and consult with the other Party and/or invite the Party to Minister's meetings if it affects them.
4. If any Minister prioritises something for one Party where officials from the other Party are not present, this will be communicated to the other Party.
5. There will be regular engagement and meetings between the Relationship Contacts, who will also assist where the escalation pathway is required. There will also be monthly meetings at the Principal level, with additional attendees as required.

### 6. Relationship Contacts

| MBIE   | HUD  |
|--|--|
| Ingrid Bayliss<br>General Manager, Building and Tenancy Branch                                     | Brad Ward<br>Deputy Chief Executive, Place-based policy and Programmes |
| Privacy of natural persons   | Privacy of natural persons   |
| Alexandra Jackson<br>Principal Advisor, Strategic Initiatives, Housing and Tenancy Services Branch | Claire Leadbetter<br>Manager, Tenures and Housing Quality              |
| Privacy of natural persons   | Privacy of natural persons   |
|  | Katherine Slaney<br>Principal Advisor, Tenures and Housing Quality     |
|  | Privacy of natural persons   |



## Schedule 2

The purpose of this Schedule is to provide for the transfer of record level tenancy data from MBIE to HUD to allow HUD to carry out its functions.

1. It is acknowledged by both Parties that in carrying out its delegated functions under the RTA MBIE collects and holds certain data which is needed by HUD to facilitate its functions.
2. HUD requires the use of the data for HUD's research and policy advice, as well as for understanding the performance of the rental portion of the housing system.
3. MBIE will provide HUD on a weekly basis with historic and current record level data with the following fields of information:
  - a. *Tenancy bonds (Start/end dates, rental amounts)*
  - b. *Landlord service (rental property addresses, number of bedrooms, etc)*
  - c. *Landlord / Service relationships (the fields in the data that enable the link between the landlord and their properties)*
  - d. *Landlord details, including address*
4. MBIE will provide the tenancy bond data to HUD on the proviso that HUD at all times is bound by the obligations that MBIE has, in particular those related to confidentiality, use, security and destruction of the tenancy bond data on the same terms as those which MBIE is bound and ensure that records are maintained of persons entrusted with the tenancy bond data.
5. Data will be securely transferred via MBIE's SFTP site
6. **Relationship Contacts**

| MBIE  | HUD   |
|---|---|
| Ota Savaiinaea<br>Operations Manager, Tenancy Bond Services | Jonno Ingerson<br>Specialist Advisor, Research and Insights |
| Privacy of natural persons                                  | Privacy of natural persons                                  |

## Schedule 3

The purpose of this Schedule is to provide for the transfer of CoreLogic data from HUD to MBIE.

1. HUD holds the contract with CoreLogic, a Property Data and Analytics company, which provides HUD with data on the Housing and Building System.
2. MBIE also requires access to this information to carry out its functions under the Housing and Building system.
3. CoreLogic has agreed that HUD may provide MBIE with CoreLogic's Unit Record Data for the purposes set out below, provided that HUD is fully liable to CoreLogic for the acts and omissions of MBIE to whom the Unit Record Data is provided.
4. HUD will therefore provide the CoreLogic data to MBIE on the proviso that MBIE at all times is bound by the obligations that HUD has, in particular those related to confidentiality, use, security and destruction of the Unit Record Data on the same terms as those to which HUD is bound and ensure that records are maintained of persons entrusted with the Unit Record Data.

### 5. Purposes

MBIE may use the Unit Record Data for its internal business needs and the following purposes:

- Informing policy advice, informing policy development, assessing impact of policy options, evaluation of MBIE policy and operational outcomes;
- Informing Government Ministers on the state of the NZ housing and construction markets;
- Informing research and statistical analysis by MBIE of the NZ housing and construction markets; and
- Data validation activities by MBIE, including comparing the Unit Record Data to other data sources.

MBIE may not use and may not permit the use of Unit Record Data for other purposes except with CoreLogic's prior written consent. In particular, MBIE must not:

- On-sell or supply the Unit Record Data to any third Parties for commercial gain
- Decompile, disassemble or otherwise reverse engineer all or any portion of the Unit Record Data;
- Use any of the Unit Record Data for direct marketing purposes;
- Permit the Unit Record Data to be used to inform staff members' own property market decisions.
- Publish results at aggregations less than Territorial Authority level without permission from HUD, who will in turn seek permission from CoreLogic

6. HUD will transfer data to MBIE securely every month via MBIE's SFTP site.

### 7. Relationship Contacts

| MBIE   | HUD   |
|--|---|
| Paul Merwood<br>Manager, Building and Tenancy Team,<br>Evidence and Insights | Jonno Ingerson<br>Specialist Advisor, Research and Insights<br>Privacy of natural persons |

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